REMARKS

Applicants respectfully request reconsideration of the present application in view of the foregoing amendments and in view of the reasons that follow.

Claims 19-38 are requested to be cancelled.

Claims 1-7, 10, 13, 14, and 16-18 are currently being amended.

Claims 39-52 are being added.

This amendment adds, changes and/or deletes claims in this application. A detailed listing of all claims that are, or were, in the application, irrespective of whether the claim(s) remain under examination in the application, is presented, with an appropriate defined status identifier.

After amending the claims as set forth above, claims 1-18 and 39-52 are now pending in this application.

Claim Rejections - 35 U.S.C. § 102(e)

On page 2 of the Office Action, the Examiner rejected claims 1-38 under 35 U.S.C. § 102(e) as being anticipated by U.S. Patent Application Publication No. 2002/0152155 ("Greenwood"). Claims 19-38 have been canceled without prejudice. Applicants respectfully request reconsideration of claims 1-18 in view of the amendments above and the reasons that follow.

Claims 1-6

Greenwood fails to disclose at least one limitation of independent claim 1 because Greenwood fails to disclose "comparing [a] first set of loan data [received at computer-implemented underwriting logic] and [a] second set of loan data [received at computer-implemented delivery logic] at computer-implemented comparison logic to determine any differences." The Examiner's position with regard to the comparing limitation is not clear. Although the Examiner cites generally to ¶¶ 0091-0097 and ¶¶ 0115-0121 of Greenwood, it is not clear what specific feature in Greenwood the Examiner considers to correspond to the

"comparing" feature of claim 1. In any event, Greenwood does not appear to teach or suggest computer-implemented comparison logic which compares first and second sets of loan data as recited above. If the rejection based on Greenwood is maintained, Applicants respectfully requests clarification in this regard.

Additionally, in claim 1, the *first* set of loan data involved in the comparison is data that is "received at computer-implemented underwriting logic" and is used by the underwriting logic to "generat[e] an underwriting recommendation for the mortgage loan application." While Greenwood may disclose certain aspects of underwriting (see, for example, ¶¶ 0091-0097), the underwriting activity disclosed in Greenwood is limited to manual activities. For example, at ¶ 0091, Greenwood discloses that the approval of loans is normally done by "a committee system or by signature approval," and that "[r]egardless of the approval method, the process of the present invention conveys the loan application to the required financial institution personnel to review the loan approval." Greenwood does not teach or suggest the computer-implemented underwriting logic in claim 1, and therefore, does not teach or suggest the further aspect of comparing a first set of loan data that is "received at computer-implemented underwriting logic" and is used by the underwriting logic to "generat[e] an underwriting recommendation for the mortgage loan application" with a second set of loan data that is received at computer-implemented delivery logic.

Additionally, in claim 1, the *second* set of loan data involved in the comparison is data that is "received at computer-implemented delivery logic" and is data that is "associated with a delivery process in which the mortgage loan is delivered by [a] seller to [a] purchaser of the mortgage loan." Greenwood discloses a system for automated and integrated lending. Greenwood does not disclose a "purchaser" and a "seller" as recited in independent claim 1. Rather, Greenwood is directed to a system for originating and processing loans made by lenders to borrowers. See ¶ 0027. The Applicants have conceived an automated system for verifying loan data for mortgage loans being delivered in the secondary mortgage market (i.e., involving two parties that are both distinct from the borrower). Because there is neither a "purchaser" nor a "seller" disclosed in Greenwood, and Greenwood fails to disclose "receiving a second set of loan data from the seller, . . . the second set of loan data being associated with a delivery process in which the mortgage loan is delivered by the seller to the

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purchaser of the mortgage loan," as recited in claim 1, Greenwood fails to disclose at least one limitation of independent claim 1.

Accordingly, for the reasons stated above, Greenwood fails to disclose at least one limitation of independent claim 1, as amended. Applicants therefore respectfully request that the rejection of independent claim 1, and corresponding dependent claims 2-6, as being anticipated by Greenwood under 35 U.S.C. § 102(e) be withdrawn.

Claims 7-12

Greenwood fails to disclose at least one limitation of independent claim 7 because Greenwood fails to disclose "computer-implemented means for comparing [a] first set of loan data and [a] second set of loan data to determine any differences." The Examiner's position with regard to the comparing limitation is not clear. Although the Examiner cites generally to ¶¶ 0091-0097 and ¶¶ 0115-0121 of Greenwood, it is not clear what specific feature in Greenwood the Examiner considers to correspond to the "comparing" feature of claim 7. In any event, Greenwood does not appear to teach or suggest computer-implemented means which compares first and second sets of loan data as recited above. If the rejection based on Greenwood is maintained, Applicants respectfully requests clarification in this regard.

Additionally, in claim 7, the *first* set of loan data involved in the comparison is data that is received at "computer-implemented means" and is used to "generat[e] an underwriting recommendation for the mortgage loan application." While Greenwood may disclose certain aspects of underwriting (see, for example, ¶¶ 0091-0097), the underwriting activity disclosed in Greenwood is limited to manual activities. For example, at ¶ 0091, Greenwood discloses that the approval of loans is normally done by "a committee system or by signature approval," and that "[r]egardless of the approval method, the process of the present invention conveys the loan application to the required financial institution personnel to review the loan approval." Greenwood does not teach or suggest the computer-implemented means in claim 7, and therefore, does not teach or suggest the further aspect of comparing a first set of loan data that is received at "computer-implemented means" and is used by the computer-implemented means to "generat[e] an underwriting recommendation for the mortgage loan application" with a second set of loan data.

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Additionally, in claim 7, the *second* set of data of loan data involved in the comparison is data that is received at "computer-implemented means" and is "associated with a delivery process in which the mortgage loan is delivered by [a] seller to [a] purchaser of the mortgage loan." Greenwood discloses a system for automated and integrated lending. Greenwood does not disclose a "purchaser" and a "seller" as recited in independent claim 7. Rather, Greenwood is directed to a system for originating and processing loans made by lenders to borrowers. See ¶ 0027. The Applicants have conceived an automated system for verifying loan data for mortgage loans being delivered in the secondary mortgage market (i.e., involving two parties that are both distinct from the borrower). Because there is neither a "purchaser" nor a "seller" disclosed in Greenwood, and Greenwood fails to disclose "computer-implemented means for receiving a second set of loan data for the mortgage loan from the seller, the second set of loan data being associated with a delivery process in which the mortgage loan is delivered by the seller to the purchaser of the mortgage loan," as recited in claim 7, Greenwood fails to disclose at least one limitation of independent claim 7.

Accordingly, for the reasons stated above, Greenwood fails to disclose at least one limitation of independent claim 7, as amended. Applicants therefore respectfully request that the rejection of independent claim 7, and corresponding dependent claims 8-12, as being anticipated by Greenwood under 35 U.S.C. § 102(e) be withdrawn.

Claims 13-15

Greenwood fails to disclose at least one limitation of independent claim 13 because Greenwood fails to disclose "comparing [a] first set of loan data [received at computer-implemented underwriting logic] to [a] second set of loan data [received at computer-implemented delivery logic] at computer-implemented comparison logic to identify any differences." The Examiner's position with regard to the comparing limitation is not clear. Although the Examiner cites generally to ¶¶ 0091-0097 and ¶¶ 0115-0121 of Greenwood, it is not clear what specific feature in Greenwood the Examiner considers to correspond to the "comparing" feature of claim 13. In any event, Greenwood does not appear to teach or suggest computer-implemented comparison logic which compares first and second sets of

data as recited above. If the rejection based on Greenwood is maintained, Applicants respectfully requests clarification in this regard.

Additionally, in claim 13, the *first* set of loan data involved in the comparison is data that is "received at computer-implemented underwriting logic" and is used by the underwriting logic to "generat[e] an underwriting recommendation for the mortgage loan application." While Greenwood may disclose certain aspects of underwriting (see, for example, ¶¶ 0091-0097), the underwriting activity disclosed in Greenwood is limited to manual activities. For example, at ¶ 0091, Greenwood discloses that the approval of loans is normally done by "a committee system or by signature approval," and that "[r]egardless of the approval method, the process of the present invention conveys the loan application to the required financial institution personnel to review the loan approval." Greenwood does not teach or suggest the computer-implemented underwriting logic in claim 13, and therefore, does not teach or suggest the further aspect of comparing a first set of loan data that is "received at computer-implemented underwriting logic" and is used by the underwriting logic to "generat[e] an underwriting recommendation for the mortgage loan application" with a second set of loan data that is received at computer-implemented delivery logic.

Additionally, in claim 13, the *second* set of loan data involved in the comparison is data that is "received at computer-implemented delivery logic" and is data that is "associated with a delivery process in which the mortgage loan is delivered by [a] seller to [a] purchaser of the mortgage loan." As discussed with respect to independent claims 1 and 7, Greenwood fails to disclose a "seller" and a "purchaser" (where both the seller and the purchaser are distinct from the borrower). Further, because Greenwood fails to disclose a seller and a purchaser, Greenwood further fails to disclose "receiving a second set of loan data from the seller, . . . the second set of loan data being associated with a delivery process in which the mortgage loan is delivered by the seller to the purchaser of the mortgage loan," as recited in independent claim 13.

Accordingly, for the reasons stated above, Greenwood fails to disclose at least one limitation of independent claim 13, as amended. Applicants therefore respectfully request

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that the rejection of independent claim 13, and corresponding dependent claims 14 and 15, as being anticipated by Greenwood under 35 U.S.C. § 102(e) be withdrawn.

Claims 16-18

Greenwood fails to disclose at least one limitation of independent claim 16 because Greenwood fails to disclose "computer-implemented comparison logic for comparing [a] first set of loan data [received at computer-implemented underwriting logic] to [a] second set of loan data [received at computer-implemented delivery logic] to identify any differences." The Examiner's position with regard to the comparing limitation is not clear. Although the Examiner cites generally to ¶¶ 0091-0097 and ¶¶ 0115-0121 of Greenwood, it is not clear what specific feature in Greenwood the Examiner considers to correspond to the "comparing" feature of claim 16. In any event, Greenwood does not appear to teach or suggest computer-implemented comparison logic which compares first and second sets of data as recited above. If the rejection based on Greenwood is maintained, Applicants respectfully requests clarification in this regard.

Additionally, in claim 16, the *first* set of loan data involved in the comparison is data that is received at "computer-implemented underwriting logic" and is used by the underwriting logic to "generate an underwriting recommendation for the mortgage loan application." While Greenwood may disclose certain aspects of underwriting (see, for example, ¶¶ 0091-0097), the underwriting activity disclosed in Greenwood is limited to manual activities. For example, at ¶ 0091, Greenwood discloses that the approval of loans is normally done by "a committee system or by signature approval," and that "[r]egardless of the approval method, the process of the present invention conveys the loan application to the required financial institution personnel to review the loan approval." Greenwood does not teach or suggest the computer-implemented underwriting logic in claim 16, and therefore, does not teach or suggest the further aspect of comparing a first set of loan data that is received at "computer-implemented underwriting logic" and is used by the underwriting logic to "generate an underwriting recommendation for the mortgage loan application" with a second set of loan data that is received at computer-implemented delivery logic.

Additionally, in claim 16, the *second* set of loan data involved in the comparison is data that is received at "computer-implemented delivery logic" and is data that is "associated with a delivery process in which the mortgage loan is delivered by [a] seller to [a] purchaser of the mortgage loan." Greenwood discloses a system for automated and integrated lending. Greenwood does not disclose a "purchaser" and a "seller" as recited in independent claim 16. Rather, Greenwood is directed to a system for originating and processing loans made by lenders to borrowers. See ¶ 0027. The Applicants have conceived an automated system for generating pricing for mortgage loans being delivered in the secondary mortgage market (i.e., involving two parties that are both distinct from the borrower). Because there is neither a "purchaser" nor a "seller" disclosed in Greenwood, and Greenwood fails to disclose "computer-implemented delivery logic for receiving a second set of loan data from the seller, the second set of loan data being associated with a delivery process in which the mortgage loan is delivered by the seller to the purchaser of the mortgage loan," as recited in claim 16, Greenwood fails to disclose at least one limitation of independent claim 16.

Accordingly, for the reasons stated above, Greenwood fails to disclose at least one limitation of independent claim 16, as amended. Applicants therefore respectfully request that the rejection of independent claim 16, and corresponding dependent claims 17 and 18, as being anticipated by Greenwood under 35 U.S.C. § 102(e) be withdrawn.

New Claims 39-52

New claims 39-52 have been added to the application. New independent claim 39 recites a method for verifying loan data including "receiving underwriting data for the mortgage loan," "receiving delivery data for the mortgage loan," and "comparing the underwriting data and the delivery data using at least one computer-implemented business rule," "wherein the method is performed by a computer system associated with a secondary mortgage market participant." Applicants respectfully submit that the combination of these features is not disclosed by Greenwood. New claims 40-44 depend from independent claim 39 and are therefore allowable for at least the reasons that claim 39 is allowable.

New independent claim 45 recites a system for verifying loan data including "computer-implemented logic" configured to "receive . . . a second set of loan data," "retrieve

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the first set of loan data," and "compare the first set of loan data to the second set of loan data using at least one computer-implemented business rule." Applicants respectfully submit that the combination of these features is not disclosed by Greenwood. New claims 46-49 depend from independent claim 45 and are therefore allowable for at least the reasons that claim 45 is allowable.

New independent claim 50 recites a method for verifying loan data including "receiving a first set of loan data, . . . the first set of loan data being data for a mortgage loan application," "generating an underwriting recommendation for the mortgage loan application at the underwriting logic," "receiving a second set of loan data from the seller," and "comparing the first set of loan data and the second set of loan data," "wherein the method is performed by a computer system associated with a secondary mortgage market participant." Applicants respectfully submit that the combination of these features is not disclosed by Greenwood. New claims 51 and 52 depend from independent claim 50 and are therefore allowable for at least the reasons that claim 50 is allowable.

Conclusion

Applicants believe that the present application is now in condition for allowance. Favorable reconsideration of the application as amended is respectfully requested.
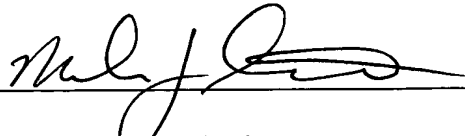
The Examiner is invited to contact the undersigned by telephone if it is felt that a telephone interview would advance the prosecution of the present application.

The Commissioner is hereby authorized to charge any additional fees which may be required regarding this application under 37 C.F.R. §§ 1.16-1.17, or credit any overpayment, to Deposit Account No. 06-1447. Should no proper payment be enclosed herewith, as by a check or credit card payment form being in the wrong amount, unsigned, post-dated, otherwise improper or informal or even entirely missing, the Commissioner is authorized to charge the unpaid amount to Deposit Account No. 06-1447. If any extensions of time are needed for timely acceptance of papers submitted herewith, Applicants hereby petition for such extension under 37 C.F.R. §1.136 and authorize payment of any such extensions fees to Deposit Account No. 06-1447.

Please direct all correspondence to the undersigned attorney or agent at the address indicated below.

Respectfully submitted,

Date _6/9/2006_   By _____

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